



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

elects to occupy a couch in the cabin rather than pay the small additional sum demanded for a berth, is held, in *McWethy v. Detroit, G. R. & W. R. Co.* (Mich.), 55 L. R. A. 306, to assume the risk of injury from so doing, through drafts and insufficient covering.

A contract by a porter placed in charge of a sleeping car, to waive his right of action for injuries caused by the negligence of any railroad company by which the car is hauled, or of its servants, is held, in *Russell v. Pittsburgh, C. C. & St. L. R. Co.* (Ind.), 55 L. R. A. 253, not to be void as against public policy.

See 4 Va. Law Register, 556.

ARBITRATION AND AWARD—CONSTRUCTION.—Although a statute prescribes a method of arbitration, it is merely cumulative, and any controversy which might be submitted by a parol agreement to arbitrators, may still be arbitrated as at common law.

Awards are liberally construed. Arbitration is encouraged. An award will not be rejected, if by any fair construction, it can be sustained. It must be construed according to common sense and popular understanding. Certainty to a common intent is all that is required. No intendment will be indulged to overturn an award, but every reasonable intendment will be allowed to uphold it.

Poggenburg v. Conniff (Ky.), 67 S. W. 845. Citing *Royse v. McCall*, 5 Bush, 697; *Thomasson v. Risk*, 11 Bush, 621; *Brown v. Warnock*, 5 Dana, 493.

RAILROADS — NEGLIGENCE — LICENSEES. — An owner's liability for the condition of the premises is only co-extensive with his invitation. Implied invitation is part of the law of negligence from which arises an obligation to use reasonable care. Its essence is that the defendant knew or ought to have known that something that he was doing or permitting to be done might give rise to a natural belief that he had intended that to be done which his conduct had led plaintiff to believe he had intended. It is not enough that the user believed that the use was intended. He must bring his belief home to the owner.

Thus, where plaintiff was engaged in painting a railroad shed, and attempted to pass between two cars, detached from each other and from the rest of the train, standing on a track along side the shed, and was injured, it was held, That no invitation to the plaintiff to make use of the opening between the cars was implied, and that the railroad owed him higher duty than to refrain from acts wilfully injurious. *Furey v. N. Y. C. & Ry. Co.* (N. J.), 51 Atl. 505. Citing *Sweeney v. Railway Co.* 10 Allen, 368, 87 Am. Dec. 644; *Railroad Co. v. Reich*, 61 N. J. Law, 636, 41 L. R. A. 831, 68 Am. St. Rep. 727.

HOMESTEAD IN MINERAL LANDS.—Coal which underlies lands held as a homestead is a part of the homestead, and is protected from sale to the same extent that the homestead is protected. *Russell v. Berry* (Ark.), 67 S. W. 864.

Per Riddick, J. :

"Our State Constitution provides that if the owner of a homestead die, leaving a widow, 'the rents and profits thereof shall vest in her during her natural life,' provided that if the owner leaves children they 'shall share with the widow and be entitled to half the rents and profits till each of them arrives at twenty-one years of age.' Const. 1874, art. 9, sec. 6. Now it has been correctly stated